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**THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

10 BRIAN FERGUSON and REBECCA JO)
11 FERGUSON,)
12 Plaintiffs,)
13 vs.)
14 MONSANTO COMPANY; 3M)
15 COMPANY; TRANSAMMONIA, INC.;)
16 LYONDELL CHEMICAL COMPANY;)
17 EQUISTAR CHEMICALS, LP;)
18 HOUSTON REFINING LP;)
19 MILLENNIUM CHEMICALS INC.;)
20 SOJITZ CORPORATION; WP FULLER)
21 AND COMPANY; ENTERPRISE PAINT)
22 MFG. CO.; KRAFT CHEMICAL)
23 COMPANY; JOHN R. McGREGOR)
24 LEAD CO.; HAMMOND LEAD)
25 PRODUCTS INC.; HOBOKEN WHITE)
26 LEAD AND COLOR WORKS;)
27 NATIONAL LEAD COMPANY PAINT)
28 DIVISION; EAGLE-PICHER)
COMPANY; THE GLIDDEN)
COMPANY; JOHN LUCAS &)
COMPANY; PROSPEROUS RESIN)
FOAM MANUFACTURING COMPANY;)
FRIEDRICH & DIMMOCK, INC.; US)
GLASS FIBER COMPANY; GLO-BRITE)
PRODUCTS INC. GLOGAU &)
COMPANY; THE GARNEY COMPANY)
INC.; JT BAKER CHEMICAL)
COMPANY; JOHNS MANVILLE;)
OWENS CORNING FIBERGLAS;)
ARMSTRONG CORK COMPANY;)
COLEMAN OIL COMPANY INC.; JAM)
DISTRIBUTING CO.; 76 LUBRICANTS;)
ROYAL PURPLE INC.; DEUTSCH)
No. _____
COMPLAINT FOR PERSONAL INJURY
AND LOSS OF CONSORTIUM

1 - COMPLAINT FOR PERSONAL INJURY AND LOSS OF CONSORTIUM

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METAL COMPOUNDS; NIPPON OIL;
VINARDAX ENTERPRISES; ASHWIN
ENTERPRISES; DAYA LUBRICANTS;
YALE INDUSTRIES; OKS SPECIALTY
LUBRICANTS; WESTERN LEAD
PRODUCTS CO.; LINKLATER CO.;
BUNKER HILL CO.; WP FULLER &
CO.; KRAFT CHEMICAL CO.;
HAMMOND LEAD PRODUCTS INC.;
DEVOE & REYNOLDS CO. INC.;
APEX COLOR WORKS INC.;
BERGSTROM TRADING COMPANY;
NATIONAL LEAD CO.; WILCO
CHEMICAL CO.; EAGLE PICHER CO.;
GLIDDEN COMPANY; EVANS LEAD
CORP.; PRODUCTION MILLING
WORKS INC.; BENEDICT-MILLER;
IML-METALS INC.; BETHLEHEM
STEEL CORPORATION; TECHALLOY
COMPANY; EVERSEAL
MANUFACTURING COMPANY; TODS
ONLINE; CROSSETT CHEMICAL
COMPANY; THE WEST CO.; DOW
CHEMICAL COMPANY; ALLIED
ASPHALT AND MINERAL; NATIONAL
RESIN OIL PRODUCTS; NAVAL
STORES CORPORATION; FORREST
PRODUCTS CHEMICAL COMPANY;
THE CARBORUNDUM COMPANY;
SHERWIN WILLIAMS COMPANY;
KANO LABORATORIES, INC.; and
RADIATOR SPECIALTY COMPANY,
inclusive,

GENERAL ALLEGATIONS

PLAINTIFFS COMPLAIN OF DEFENDANTS, AND EACH OF THEM, AND
ALLEGES:

1. That on or about April of 2005, plaintiff Brian Ferguson was diagnosed with anaplastic large cell lymphoma.

2. At all times mentioned herein, each of the defendants was the agent, service, employee, and or joint-venturer of his co-defendant's, and each of them, and at all times, each defendant was acting in the full course and scope of said agency, service, employment and/or joint-venture, and each defendant has ratified and/or approved the acts of the remaining

1 defendants.

2 3. Plaintiffs are informed and believe, and thereon allege that at all times mentioned
 3 herein, defendants MONSANTO COMPANY; 3M COMPANY; TRANSAMMONIA, INC.;
 4 LYONDELL CHEMICAL COMPANY; EQUISTAR CHEMICALS, LP; HOUSTON
 5 REFINING LP; MILLENNIUM CHEMICALS INC.; SOJITZ CORPORATION; WP FULLER
 6 AND COMPANY; ENTERPRISE PAINT MFG. CO.; KRAFT CHEMICAL COMPANY;
 7 JOHN R. McGREGOR LEAD CO.; HAMMOND LEAD PRODUCTS INC.; HOBOKEN
 8 WHITE LEAD AND COLOR WORKS; NATIONAL LEAD COMPANY PAINT DIVISION;
 9 EAGLE-PICHER COMPANY; THE GLIDDEN COMPANY; JOHN LUCAS & COMPANY;
 10 PROSPEROUS RESIN FOAM MANUFACTURING COMPANY; FRIEDRICH &
 11 DIMMOCK, INC.; US GLASS FIBER COMPANY; GLO-BRITE PRODUCTS INC. GLOGAU
 12 & COMPANY; THE GARNEY COMPANY INC.; JT BAKER CHEMICAL COMPANY;
 13 JOHNS MANVILLE; OWENS CORNING FIBERGLAS; ARMSTRONG CORK COMPANY;
 14 COLEMAN OIL COMPANY INC.; JAM DISTRIBUTING CO.; 76 LUBRICANTS; ROYAL
 15 PURPLE INC.; DEUTSCH METAL COMPOUNDS; NIPPON OIL; VINARDAX
 16 ENTERPRISES; ASHWIN ENTERPRISES; DAYA LUBRICANTS; YALE INDUSTRIES;
 17 OKS SPECIALTY LUBRICANTS; WESTERN LEAD PRODUCTS CO.; LINKLATER CO.;
 18 BUNKER HILL CO.; WP FULLER & CO.; KRAFT CHEMICAL CO.; HAMMOND LEAD
 19 PRODUCTS INC.; DEVOE & REYNOLDS CO. INC.; APEX COLOR WORKS INC.;
 20 BERGSTROM TRADING COMPANY; NATIONAL LEAD CO.; WILCO CHEMICAL CO.;
 21 EAGLE PICHER CO.; GLIDDEN COMPANY; EVANS LEAD CORP.; PRODUCTION
 22 MILLING WORKS INC.; BENEDICT-MILLER; IML-METALS INC.; BETHLEHEM STEEL
 23 CORPORATION; TECHALLOY COMPANY; EVERSEAL MANUFACTURING COMPANY;
 24 TODS ONLINE; CROSSETT CHEMICAL COMPANY; THE WEST CO.; DOW CHEMICAL
 25 COMPANY; ALLIED ASPHALT AND MINERAL; NATIONAL RESIN OIL PRODUCTS;
 26 NAVAL STORES CORPORATION; FORREST PRODUCTS CHEMICAL COMPANY; THE
 27 CARBORUNDUM COMPANY; SHERWIN WILLIAMS COMPANY; KANO
 28 LABORATORIES, INC.; and RADIATOR SPECIALTY COMPANY, inclusive, were and are

1 corporations organized and existing under and by virtue of the laws of the State of Washington,
2 or the laws of some other State or foreign jurisdiction, and that said defendants, and each of
3 them, were and are authorized to do and are doing business in the State of Washington, and that
4 said defendants have regularly conducted business in the State of Washington.

5 4. This Court has diversity and subject matter jurisdiction under 28 USC § 1332 over
6 this products liability and negligence lawsuit. The amount in controversy exceeds \$75,000.00.
7 Plaintiffs request a jury to hear this matter.

FIRST CAUSE OF ACTION

(NEGLIGENCE - PRODUCTS LIABILITY)

10 Plaintiff, BRIAN FERGUSON, complains of defendants, and each of them, and for a
11 cause of action for negligence alleges:

12 5. Plaintiff incorporates herein by reference, as though fully set herein, each and
13 every paragraph of the general allegations above.

14 6. At all times mentioned herein, defendants, singularly and jointly, negligently and
15 carelessly researched, manufactured, fabricated, designed, tested or failed to test, warned or
16 failed to warn, or failed to adequately warn, labeled, assembled, distributed, leased, bought,
17 offered for sale, sold, inspect, service, marketed, warranted, re-branded, manufactured for others,
18 packaged or advertised, certain products, including but not limited to those chemicals set forth in
19 Exhibit A and incorporated herein under such reference (hereinafter collectively referred to as
20 "toxic chemical containing products"), containing toxic chemical substances, including, but not
21 limited to those substances set forth in Exhibit B and incorporated herein under such reference
22 (hereinafter collectively referred to as "toxic chemicals"), and/or respiratory equipment or air
23 filtration systems, in that said substances, equipment and/or systems proximately caused personal
24 injuries to users, consumers, workers, bystanders and others, including the plaintiff, BRIAN
25 FERGUSON, (hereinafter collectively called "exposed persons"), all being used in a manner that
26 was reasonably foreseeable, thereby rendering said substances, equipment, and/or systems unsafe
27 and dangerous for use by "exposed persons."

28 7. Defendants, and each of them, had a duty to exercise due care in the pursuance of

1 the activities mentioned herein and have breached said duty of care.

2 8. Defendants knew, or should have known, and intended that the aforementioned
3 toxic chemical containing products, equipment and/or systems would be used or handled by
4 persons such as plaintiff and his co-workers for maintenance, repair, service and cleaning, who
5 were employed in the capacity of tank cleaner/maintenance mechanics, with the Puget Sound
6 Naval Shipyard, and knew such use and handling would result in the release of toxic fumes,
7 hydrocarbons and other unhealthy work conditions and that through such foreseeable use and/or
8 handling "exposed persons" including plaintiff, would use or be in proximity to and exposed to
9 said toxic fumes, hydrocarbons and unhealthy work conditions.

10 9. Plaintiff has used, handled, or otherwise been exposed to toxic chemicals or toxic
11 chemical containing products referred to herein in a manner that was reasonably foreseeable.
12 Plaintiff's exposure to toxic chemicals and toxic chemical containing products occurred at
13 various locations while employed by the Puget Sound Naval Shipyard from the period 1989 to
14 2005.

15 10. As a direct result of the conduct of the defendants, as aforesaid, plaintiff's
16 exposure to toxic chemicals and toxic chemical containing products caused severe and permanent
17 injury to the plaintiff, including but not limited to multiple myeloma disease.

18 11. Plaintiff continually worked with or around and was exposed to the
19 aforementioned materials, manufactured, processed, imported, converted, compounded and/or
20 sold by the defendants.

21 12. Plaintiff is informed and believes, and thereon alleges, that progressive disease,
22 lymphoma, cancer, immune system injuries and other serious diseases are caused by exposure to
23 toxic chemicals, fumes, or products without perceptible trauma and that said disease results from
24 exposure to toxic chemicals and toxic chemical containing products over a period of time.

25 13. Plaintiff suffers from a condition related to exposure to toxic chemicals and toxic
26 chemical containing products. Plaintiff was not aware of his exposure to toxic chemicals or
27 material at the time of his exposure.

28 14. As a direct result of the aforesaid conduct of said defendants, plaintiff has

1 suffered, and continues to suffer permanent injuries and increased risk of future injuries to his
2 person, body and health, including but not limited to, anaplastic large cell lymphoma, cancer,
3 bodily injury and the mental and emotional distress attendant thereto, all to his general damage in
4 the sum in excess of the jurisdictional minimums of this court.

5 15. As a direct result of the aforesaid conduct of the defendants, plaintiff has incurred,
6 is presently incurring, and will incur in the future, liability for physicians, surgeons, nurses,
7 hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount
8 thereof being unknown to plaintiff at this time, and plaintiff prays leave to amend this complaint
9 accordingly when the true and exact cost thereof is ascertained.

16. As a further direct result of defendant's conduct, plaintiff has incurred, and will
17 incur, loss of income, wages, profits and commissions, a diminishment of earning potential, and
18 other pecuniary losses, the full nature is requested to amend this complaint to conform to proof at
19 the time of trial.

SECOND CAUSE OF ACTION

(STRICT PRODUCT LIABILITY)

16 Plaintiff BRIAN FERGUSON complains of defendants, and each of them, and for a cause
17 of action for strict liability alleges:

18 17. Plaintiff incorporates herein by reference, as though fully set forth herein, each
19 and every paragraph of the general allegations and paragraphs 6 through 16 of the first cause of
20 action herein.

18. Defendants knew and intended that the toxic chemicals referred to in
Exhibit B and toxic chemical containing products referred to in Exhibit A, the respiratory
equipment, and/or the air-filtration systems would be used by the purchaser or user without
inspection for defects therein or in any of its components and without knowledge of the hazards
involved in such use.

19. Said toxic chemicals and toxic chemical containing products, equipment, and/or systems were defective, defective in design and unsafe for their intended purpose in that said toxic chemicals and toxic chemical containing products, equipment, and/or systems did not

1 perform as safely as expected by an ordinary consumer when used in an intended or a reasonably
2 known manner as exposure to toxic chemicals causes serious disease and/or death. The defects
3 existed in said products, equipment, and/or systems at the time they left the possession of
4 defendants. Said products, equipment, and/or systems did, in fact, cause personal injuries,
5 including anaplastic large cell lymphoma, and other personal injuries, to "exposed persons"
6 including plaintiff herein, while being used in a reasonably foreseeable manner, thereby
7 rendering the same defective, unsafe, and dangerous for use.

8 20. "Exposed persons" including plaintiff did not know of the substantial danger of
9 using said products, equipment, and/or systems. Said dangers were not readily recognizable by
10 "exposed persons." Defendants further failed to adequately warn of the risk to which plaintiff and
11 others similarly situated were exposed.

12 21. In researching, manufacturing, fabricating, designing, testing or failing to test,
13 warning, buying, offering for sale, selling, inspecting, marketing, warranting, re-branding,
14 manufacturing for others, packaging and advertising toxic chemicals and toxic chemical
15 containing products, respiratory equipment, and/or air-filtration systems, defendants did so with
16 conscious disregard for the safety for "exposed persons" who came in contact with toxic
17 chemicals and toxic chemical containing products, and that defendants had prior knowledge that
18 there was a substantial risk of injury or death resulting from exposure to toxic chemicals or toxic
19 chemical containing products, including, but not limited to, multiple myeloma disease and other
20 disabilities and cancer. Said knowledge was obtained, in part, from scientific studies performed
21 by, at the request of, or with the assistance of, defendants, and which knowledge was obtained by
22 defendants on or before plaintiff's exposure to toxic chemicals.

23 22. Plaintiff alleges that the aforementioned defendants impliedly warranted their
24 toxic chemicals and toxic chemical containing products, respiratory equipment, and/or air-
25 filtration systems to be safe for their intended use but that their toxic chemicals and toxic
26 chemical containing products, equipment, and/or systems created unreasonable risk of bodily
27 harm to "exposed persons."

28 23. Plaintiff further alleges his injuries are a result of cumulative exposure to the toxic

1 chemicals and the toxic chemical containing products, equipment, and/or systems, inadequately
 2 manufactured, fabricated, researched, designed, tested, labeled, assembled, distributed, bought,
 3 offered for sale, sold, inspected, marketed, warranted, re-branded, manufactured for others,
 4 packaged and advertised by the defendants.

5 24. Plaintiffs relied upon defendants representations, lack of warnings, and implied
 6 warranty of fitness of toxic chemicals and their toxic chemical containing products, equipment,
 7 and/or systems. As a direct and foreseeable result thereof, plaintiff has been permanently injured
 8 as alleged herein.

9 25. On or before the time plaintiff was exposed to toxic fumes and thereafter,
 10 defendants were aware that members of the general public and other "exposed persons," who had
 11 come in contact with toxic chemicals, had no knowledge or information indicating that their
 12 exposure to very small amounts of toxic chemical containing products could cause injury, and
 13 said defendants knew that members of the general public and other "exposed persons," who came
 14 in contact with very small amounts of toxic chemicals would assume, and in fact did assume, that
 15 their exposure to toxic chemicals and chemical containing products were either non-existent or
 16 safe, when in fact said exposure was extremely hazardous to health and human life.

17 26. With said knowledge, defendants continued to research, manufacture, fabricate,
 18 design, label, assemble, distribute, buy, offer for sale, sell, inspect, market, warrant, re-brand,
 19 manufacture for others, package and advertise said toxic chemical and toxic chemical containing
 20 products, respiratory equipment, and/or air-filtration systems without attempting to protect
 21 "exposed persons" from or warn "exposed persons" of, the high risk of injury or death resulting
 22 from their exposures to toxic chemical or chemical containing products. Defendants
 23 intentionally failed to reveal their knowledge of said risk and consciously and actively concealed
 24 and suppressed said knowledge from "exposed persons" and members of the general public, thus
 25 impliedly representing to "exposed persons" and members of the general public that toxic
 26 chemicals and toxic chemical containing products, equipment, and/or systems were safe for all
 27 reasonably foreseeable uses.

28 Wherefore, plaintiff prays judgment against defendants and each of them, as hereinafter

1 set forth.

2 **THIRD CAUSE OF ACTION**

3 **(NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS)**

4 Plaintiff BRIAN FERGUSON complains of defendants, and each of them, for a cause of
5 action for negligent infliction of emotional distress and alleges:

6 27. Plaintiff, by this reference, incorporates as though fully set forth herein, each and
7 every paragraph of the general allegations, paragraphs 6 through 16 of the first cause of action
8 and paragraphs 18 through 26 of the second cause of action.

9 28. Defendants knew, or should have known, that plaintiff, as an employee of the
10 Puget Sound Naval Shipyard, would come into contact with and use the products, equipment,
11 and/or systems of defendants in the manner as heretofore alleged. Furthermore, it was
12 foreseeable that the acts and/or conduct of defendants as alleged herein would cause injury to
13 plaintiff as complained of.

14 29. As a proximate result of the negligence and carelessness of defendants, and each
15 of them, plaintiff sustained great emotional disturbance and shock to his nervous system, and has
16 thereby suffered severe and serious emotional distress, mental distress, mental suffering, mental
17 anguish, fright, nervousness, fear, grief, anxiety, worry, mortification, shock, humiliation,
18 indignity, physical pain and other highly unpleasant mental reactions, all to his general damage.

19 30. As a further proximate result of the negligence and carelessness of defendants,
20 plaintiff has incurred, and will continue to incur, medical expense and costs of drugs and
21 supplies. The amount of these expenses has not yet been ascertained, but plaintiff will ask leave
22 of this court to amend this complaint to insert the correct amount of such medical expenses when
23 the same has been ascertained.

24 Wherefore, plaintiff prays judgement against defendants, and each of them, as hereinafter
25 set forth.

26 **FOURTH CAUSE OF ACTION**

27 **(BREACH OF EXPRESS WARRANTY)**

28 Plaintiff BRIAN FERGUSON complains of defendants, and each of them, and for a cause

1 of action for strict liability alleges:

2 31. Plaintiff incorporates herein by reference, as though fully set forth herein, each
3 and every paragraph of the general allegations and paragraphs 6 through 16 of the first cause of
4 action herein, and paragraphs 18 through 26 of the second cause of action.

5 32. Plaintiff alleges that defendants, and each of them, affirmatively represented that
6 the handling and/or manipulation of its toxic chemicals and toxic chemical containing products
7 was not harmful to plaintiff, and/or that the use of defendants' respiratory equipment and/or air-
8 filtration systems would prevent any potential harm to plaintiff.

9 33. Plaintiff alleges that defendants' toxic chemicals and toxic chemical containing
10 products, equipment, and/or systems failed to reasonably conform to this express representation
11 as defendants' toxic chemicals and toxic chemical containing products, equipment, and/or
12 systems created an unreasonable risk of bodily harm to exposed persons including plaintiff when
13 utilized or manipulated.

14 34. Plaintiff was unaware of the harms associated with using said products,
15 equipment, and/or systems, and relied upon defendant's representation and express warranties as
16 to its toxic chemicals and toxic chemical containing products, equipment, and/or systems. As a
17 direct, and foreseeable result thereof, plaintiff has been injured permanently as alleged herein.

18 Wherefore, plaintiff prays judgment against defendants and each of them, as hereinafter
19 set forth.

20 **FIFTH CAUSE OF ACTION**

21 (LOSS OF CONSORTIUM)

22 Plaintiff REBECCA JO FERGUSON complains of defendants, and each of them, and for
23 a cause of action for loss of consortium alleges:

24 35. Plaintiff incorporates by references as fully set forth herein, each and every
25 paragraph of the general allegations and first, second, third, and fourth causes of action.

26 36. Plaintiff BRIAN FERGUSON and plaintiff's spouse REBECCA JO FERGUSON
27 are married and at all times relevant to this action were, and are now, husband and wife.

28 37. Prior to his injuries as alleged, plaintiff was able and did perform the duties of a

1 spouse. Subsequent to the injuries and as a result thereof, plaintiff has been unable to perform
2 the necessary duties as a spouse and the work and service usually performed in the care,
3 maintenance and management of the family home, and plaintiff will be unable to perform such
4 work, service and duties in the future. As a result thereof, plaintiff REBECCA JO FERGUSON
5 has been permanently deprived and will be deprived of the consortium of plaintiff BRIAN
6 FERGUSON handling the performance of duties, all to plaintiff's damages, in an amount
7 presently unknown to plaintiff but which will be proved at the time of trial.

8 38. As a direct result of the acts of defendants and the severe injuries caused thereby
9 to plaintiff BRIAN FERGUSON as set forth in this complaint, plaintiff REBECCA JO
10 FERGUSON has suffered, and for a long period of time will continue to suffer loss of
11 consortium, including but not by way of limitation, loss of services, marital relations, society,
12 comfort, companionship, love and affection of said spouse, and has suffered severe mental and
13 emotional stress and general nervousness as a result thereof.

14 Wherefore, plaintiff BRIAN FERGUSON prays for judgment against the defendants for
15 general damages, for the items of special damages and loss of earning power above mentioned
16 when ascertained, for costs of suit herein incurred, and for such other and further relief as may be
17 just and proper; and plaintiff REBECCA JO FERGUSON prays for judgment against defendants
18 for general damages, for loss of services and consortium of her husband, and for such other and
19 further relief as may be just and proper.

20
21 Dated: 4/4/08

BRAYTON♦PURCELL LLP

22
23
24 By:

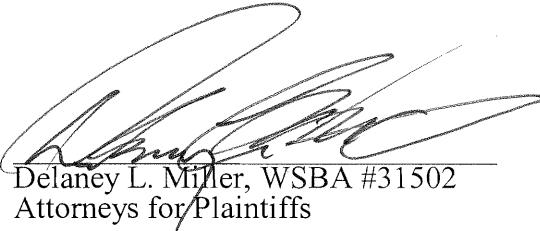

25 Delaney L. Miller, WSBA #31502
26 Attorneys for Plaintiffs
27
28

EXHIBIT "A"

Aroclor
Anhydrous Ammonia
Benzene
Gasolines
Heating Oil
Jet Fuel JP-5 & JP-8
Liquefied Petroleum Gas
Methanol
Methyl-Tertiary Butyl Ether (MTBE)
Naphtha
NPK
Olefins
Potash
Styrene Monomer
Sulphur
Sulphuric Acid
Toluene
Urea
Xylene
1,3,3-Trimethyl-2-Methylene Indoline (Fischer's Base)
1,3-Dibromo Propylene
1,4-Butanediol
2Methyl1-3-Propanediol
Acetone
Alkyl Alcohol
Aromatics
Chemicals, TDI
Chlorinated Polyethylene
Diethylene Glycol Dibutyl Ether (Butyl Diglyme)
Dipropylene Glycol Mono Butyl And Methyl Ether
Ethyl Benzene
Ethylene Oxide
Gamma Butyrolactone
Gas Liquids
Gasolines
Glycol Ethers And Esters
Heating Oil
Hydrochloric Acid
Isobutylene
Jet Fuel JP-5 & JP-8
Liquid Diol
Lube Oil

Methyl Propanediol
Methyl Tertiary Butyl Ether
Methyl-Tertiary Butyl Ether (MTBE)
N-Methyl Pyrrolidone
N-Propanol
Nitric Acid
Normal Butane
Ortho Toluene Diamine
Petroleum Coke
Phenethyl Alcohol
Polymers and Monomers
Polyols
Propane
Propylene Carbonate
Propylene Glycol
Propylene Glycol Ethers
Propylene Oxide
Specialty Iso Cyanates
Styrene Monomer
Sulphur
Tertiary Butyl Alcohol
Tetrahydrofuran
Toluene Diisocynate
White Oils
Adhesive And Other Products
Ammonia
Anthracite
Caustic Soda
Ceramic And Minerals
Charcoal
Coal
Crude Oil
Ferro Alloys
Ferrous Materials
Fine Chemicals
Food Stuffs/Food Products
Gasolines
Heavy Oil
Inorganic Chemicals
Jet Fuel JP-5 & JP-8
Kerosene
Liquified Natural Gas
Liquified Petroleum Gas(LPG)
Naphtha
Non-Ferrous Metals

Oil Cakes
Organic Chemicals
Phosphate Rock And Bone Meal
Plasticisers
Soda Ash
Sodium Chlorite
Specialty Chemicals
Wood Products
Lead Paint
Polyester Resin Foam
Manmade Vitreous Fibres
 Glass wool
Arsenic
Hydraulic Fluid
Alloys: Steel
Zinc Chromate Paint
Anachocic Tiles
Herbicides: Weed/Killers
Creosote
Pine Pitch
Refractory Ceramic Fibre
Asbestos Fibre
Raw Mica
Krylon Paint
Kroil
Liquid Wrench

EXHIBIT “B”

benzene
toluene
xyles
xylene isomers
Naphtha
NPK
Olefins
Potash
Styrene Monomer
Sulphur
Sulphuric Acid
ethylene
polyethylene
styrene
propylene
propylene oxide
gasoline
ultra low-sulfur diesel
MTBE
ETBE
2Methyl1-3-Propanediol
Acetone
Alkyl Alcohol
Aromatics
Chemicals, TDI
Chlorinated Polyethylene
Diethylene Glycol Dibutyl Ether (Butyl Diglyme)
Dipropylene Glycol Mono Butyl And Methyl Ether
Ethyl Benzene
Ethylene Oxide
Gamma Butyrolactone
Gas Liquids
Gasolines
Glycol Ethers And Esters
Heating Oil
Hydrochloric Acid
Isobutylene
Jet Fuel JP-5 & JP-8
Liquid Diol
Lube Oil
Methyl Propanediol
Methyl Tertiary Butyl Ether

Methyl-Tertiary Butyl Ether (MTBE)
N-Methyl Pyrrolidone
N-Propanol
Nitric Acid
Normal Butane
Ortho Toluene Diamine
Petroleum Coke
Phenethyl Alcohol
Polymers and Monomers
Polyols
Propane
Propylene Carbonate
Propylene Glycol
Propylene Glycol Ethers
Propylene Oxide
Specialty Iso Cyanates
Styrene Monomer
Sulphur
Tertiary Butyl Alcohol
Tetrahydrofuran
Toluene Diisocynate
White Oils
methanol
terephthalic acid
industrial salt
fertilizer
Lead
Arsenic